

# Terms and conditions



Subscription Window ("TCSW") for Short Term BioLNG Services ("Services Offered") in 2022



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## 2. INTERPRETATION

In this Terms and Conditions for the Subscription Window ("TCSW"):

- All references to a clause/section/paragraph, unless specified otherwise, are references to a clause/section/paragraph in this TCSW;
- All capitalized words and expressions used in this TCSW are to be interpreted according to the list of definitions in the LNG Access Code for the Zeebrugge LNG Terminal ("LNG Access Code"), unless specifically defined in this TCSW;
- The layout, heading and (sub)sections are only for the benefit of the reader and are inconsequential as regards the interpretation of content of this TCSW;
- The description of rules, conditions and provisions only relates to the LNG Services Offered via this TCSW;
- All dates and time are referred to as in Belgium local time.

## 3. INTRODUCTION

### 3.1. Scope

This TCSW defines the relation between the Terminal Operator and the Participant to the Subscription Window and the requirements for participating to the Subscription Window.

The object of this Subscription Window concerns Short Term BioLNG Capacities that will be available for the period between 01 January 2022 and ending on 31 December 2022 (Gas Days) according to the provisions in the LNG Access Code.

#### [LNG Access Code](#)

This Subscription Window will start on 01 January 2022 at 09:00h ("Opening Time") local time and comes to an end on 31 December 2022 at 18:00h ("Closing Time") local time.

For the purpose of this Subscription Window a request period ("Request Period") will be opened each beginning of the Month (as from the 1<sup>st</sup> January 2022) until the 7<sup>th</sup> business day of that Month. Parties interested in submitting a Binding Request for Short Term BioLNG Capacity can do so during the monthly Request Period of this Subscription Window.

All requests for a Month received from Participants within the corresponding Request Period for a Month are binding (hereafter referred to as "Binding Requests"). Any request received by the Terminal Operator after the above-mentioned Request Period but still within the Month shall be allocated under the First Come, First Served principle (if Short Term BioLNG Capacity is still available).

The Terminal Operator will allocate the Short Term BioLNG Capacities on a monthly basis related to this Subscription Window at the latest on the 10<sup>th</sup> business day of the Month.

## 3.2. Description of the Offered services

The object of the Subscription Window (the "Offered LNG Services") consists of the monthly offering of the available Short Term BioLNG Capacity defined according to the provisions of section 3.10 of the Access Code.

Before the 5<sup>th</sup> business day of the Month the Terminal Operator will publish the available offer for the Short Term BioLNG Capacity for the Month.

For the avoidance of doubt, the Participant can send a Request for Short Term BioLNG Capacity as from the beginning of the Month, but the request will capped (as the case may be) to the available offered Short Term BioLNG Capacity (as published by the Terminal Operator).

## 3.3. Requesting the Services

A binding request for Short Term BioLNG Capacity within a Request Period shall be requested by stating the maximum capacity ("Maximum Request" in MWh/month) by means of the Service Request Form For Contracting (see SRFC in schedule 1 of this TCSW). The minimum capacity ("Minimum Request" in MWh/month) for the Short Term BioLNG Capacity will be zero MWh by default.

Short Term BioLNG Capacity for a Month not allocated at the end of the Request Period for the corresponding Month will be offered on a First Committed, First Served basis until the start of the next Request Period.

Note that not submitting a Maximum Request results in a capacity request of zero (0) MWh/month.

	Request Period	Max Allocation Date
Jan	1 - 11/1/2022	14/1/2022
Feb	1 - 9/2/2022	14/2/2022
Mar	1 - 9/3/2022	14/3/2022
Apr	1 - 11/4/2022	14/4/2022
May	1 - 10/5/2022	13/5/2022
Jun	1 - 10/6/2022	15/6/2022
Jul	1 - 11/7/2022	14/7/2022
Aug	1 - 9/8/2022	12/8/2022
Sep	1 - 9/9/2022	14/9/2022
Oct	1 - 11/10/2022	14/10/2022
Nov	1 - 10/11/2022	16/11/2022
Dec	1 - 9/12/2022	14/12/2022

### 3.4. Tariff(s)

The applicable tariffs for the Services Offered through this Subscription Window are the Regulated Tariffs as published on the Terminal Operator's website:

[Fluxys LNG services tariffs](#)

## 4. PARTICIPATING AND SUBMITTING A BINDING REQUEST

For the avoidance of doubt, pursuant to the Code of Conduct, before becoming a Participant a party has to be a Terminal User by having signed the LNG Terminalling Agreement ("LTA"). By submitting to Terminal Operator a duly completed and signed Binding Request, by means of the Service Request Form For Contracting (SRFC) to this Subscription Window, Terminal User becomes a Participant.

Only the latest request received from the Participant within the Request Period will be considered as Binding Request for the Month and must be received no later than on the 7th business day of the Month.

The Binding Request shall be sent to the Terminal Operator by e-mail [info.LNG@fluxys.com](mailto:info.LNG@fluxys.com) addressed to

Fluxys Belgium SA  
Kunstlaan 31  
1040 Brussels, Belgium

Other information or notices can also be sent per e-mail to: [info.LNG@fluxys.com](mailto:info.LNG@fluxys.com)

Any notice pursuant to this article, shall be deemed effective (within the Opening Time and the Closing Time of the Subscription Window) on the date/time that such e-mail is delivered to recipient. This will also be the case for the Request Periods.

## 4.1. Evaluation of the Binding Request

The Terminal Operator shall evaluate if the Binding Request of the Participant is in accordance with the rules as set out in this TCSW. Terminal Operator has the right to require an adapted SRFC from the Participant, replacing the previous SRFC in case of missing information received on the SRFC before the end of the Request Period.

The Terminal Operator shall in no way be liable for any damages of whatsoever nature in the event the Terminal Operator does not accept the Binding Request of the Terminal User as a result of an incomplete SRFC.

# 5. Allocation Process

## 5.1. Allocation Rules

The available Services under this Subscription Window between the Participants shall be allocated as follows (as defined in 2.2 of the LNG Access Code):

1. If the total requested capacity for a Month is less than or equal to the available capacity offered in the Request Period of this Subscription Window, each participant will be allocated the capacity requested;
2. If the total requested capacity for a Month is more than the available capacity offered in the Request Period of this Subscription Window, the available capacity will be allocated pro rata the capacities of the offered capacity.

Terminal Operator will inform each Participant about its allocation results no later than the 10th business day after the beginning of the Month, by e-mail to Participant sender of the binding request.

## 5.2. Performance of the Services Offered

The submission of a Binding Request (by means of an SRFC) constitutes a legally binding offer on the part of the Participant which, for the Services allocated to the Terminal User pursuant to and in accordance with the TCSW, shall be a legally binding commitment on Participants' part, governed by the main conditions for LNG Services (LTA and the LNG Access code).

Terminal Operator shall only be considered to perform the LNG Services if Terminal Operator has executed the necessary Service Confirmation (as defined in LNG Access Code).

## 6. Other provisions

### 6.1. Representations and Warranties by the Participant

In addition to article 11 of the LTA, the Participant warrants and represents:

- It determines independently its participation in the Subscription Window, without any contact with a competitor as to the frequency and the level of its Binding Request. The Participant is aware of the obligations set by article 101 of the Treaty on the functioning of the European Union, article 2 of the Belgian *loi sur la protection de la concurrence économique / Wet tot bescherming van de economische mededinging*;
- It has not already sold, even on a conditional basis, the capacity which is being awarded through the Subscription Window; and
- The Participant will only submit a Binding Request for capacity pursuant to a *bona fide* estimate of Participant's actual needs. The Participant will not engage in hoarding behavior.

### 6.2. Languages

All communications pertaining to the Subscription Window shall be in the English language only. The convention used for writing numbers in this TCSW is that the point is used to indicate multiples of a thousand and the comma as the decimal point.

### 6.3. Governing Law and disputes

For the avoidance of doubt, article 6 of the LTA is applicable.

# Schedule 1

SRFC for offered LNG Services requested by Terminal User



## SERVICES REQUEST FORM for CONTRACTING (SRFC)

### 1. Client

Company Name : .....
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### 2. Request for Short Term BioLNG Capacity : "Binding Request"

Request for Short Term BioLNG capacity	Month	Year	Maximum Request MWh / month
	Month	2022	

Signing Date: .....

Name : .....

Position: .....

Signature: .....

To be sent by registered mail, express courier service or electronic mail (confirmed by registered letter or by express courier) to:

Fluxys LNG SA  
Rue Guimard 4  
1040 Brussels  
Belgium  
E-mail: info.lng@fluxys.com

*By signing this SRFC, Client acknowledges and accepts all the provisions of the applicable regulated contractual documents and the Terms and Conditions for the corresponding Subscription Window for Short Term BioLNG services at the Zeebrugge LNG Terminal.*